

RECORDATION NO. 25523-E FILED

OCT 27 '05 11-10 AM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL  
URBAN A. LESTER

October 27, 2005

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum Participant Assignment and Security Agreement, dated as of October 28, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease being filed with the Board under Recordation Number 25523-D.

The names and addresses of the parties to the enclosed document are:

Collateral Agent: ABN AMRO Advisory, Inc.  
540 W. Madison  
Suite 2102  
Chicago, IL 60661

Lessor: ABN AMRO Bank N.V.  
540 W. Madison  
Suite 2131  
Chicago, IL 60661

Mr. Vernon A. Williams  
October 27, 2005  
Page Two

A description of the railroad equipment covered by the enclosed document  
is:

25 railcars: ETCX 430050 – ETCX 430074

A short summary of the document to appear in the index follows:

Memorandum Participant Assignment and Security Agreement

Also enclosed is a check in the amount of \$33.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

25523 -E  
FILED

**FILING AND RECORDING REQUESTED BY,  
AND WHEN FILED AND RECORDED RETURN TO:**

OCT 27 '05

11-10 AM

SURFACE TRANSPORTATION BOARD

Alvord & Alvord  
1050 17<sup>th</sup> Street, N.W., Suite 301  
Washington, DC 20006-5556  
Attention: Robert W. Alvord, Esq.

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

**MEMORANDUM OF PARTICIPANT ASSIGNMENT AND SECURITY AGREEMENT**

dated as of October 28, 2005

between

**ABN AMRO ADVISORY, INC.,**  
as Collateral Agent,

**ABN AMRO BANK N.V.,**  
as Lessor

THIS MEMORANDUM OF PARTICIPANT ASSIGNMENT AND SECURITY AGREEMENT ("Memorandum") dated as of October 28, 2005 is between ABN AMRO ADVISORY, INC., not in its individual capacity but solely as Collateral Agent, with an address at 540 W. Madison, Suite 2102, Chicago, Illinois 60661 (the "Collateral Agent") and ABN AMRO BANK N.V., as Lessor, with an address at 540 W. Madison, Suite 2131, Chicago, Illinois 60661 ("Lessor").

**W I T N E S S E T H:**

**WHEREAS**, Lessor and Eastman Chemical Company, as Lessee ("Lessee") have entered into that certain (unfiled) Lease dated as of March 30, 2005 (as from time to time amended, restated, supplemented or otherwise modified, the "Lease") pursuant to which Lessee has granted to Lessor, for the benefit of the Participants party to the Participation Agreement (as defined herein), a first priority security interest in all of the Units and other Collateral to secure the payment by Lessee of all sums due and payable by Lessee and the performance by Lessee of all of its obligations under the Lease, each of the Lease Supplements and the other Operative Documents; and

**WHEREAS**, Lessor, Collateral Agent, ABN AMRO BANK N.V., as Administrative Agent ("Administrative Agent") and the Participants identified therein have entered into that certain Participant Assignment and Security Agreement dated as of March 30, 2005 (as from time to time amended, restated, supplemented or otherwise modified, the "Participant Assignment and Security Agreement") pursuant to which Lessor has granted to Collateral Agent, for the benefit of the Participants, a first priority security interest in all of Lessor's interest in the Lease, each Lease Supplement entered into from time to time, all of the Units and the other Lessor Collateral to secure the payment of all sums due and payable to the Participants with respect to their Participation Interests and the performance by Lessor of its obligations to the Participants under the Participant Assignment and Security Agreement and the other Operative Documents.

**NOW, THEREFORE**, in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For all purposes hereof, the capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in Appendix 1 to that certain Participation Agreement dated as of even date herewith, among Eastman Chemical Company, as Lessee, Lessor, Administrative Agent, Collateral Agent and the Participants identified therein (as from time to time amended, restated, supplemented or otherwise modified, the "Participation Agreement"). The rules of interpretation set forth in such Appendix 1 shall also apply hereto.
2. This Memorandum evidences of record the Participant Assignment and Security Agreement, and all references herein or in the other Operative Documents to the Participant Assignment and Security Agreement shall be deemed to include this Memorandum.
3. Pursuant to the terms of the Participant Assignment and Security Agreement, Lessor has granted to Collateral Agent a first priority security interest in all of the Lessor

Collateral, including without limitation the Lease, each Lease Supplement and the Units identified in that certain Lease Supplement No. 12, dated as of October 28, 2005, and which are listed on Annex A attached hereto.

4. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.


5. This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

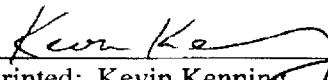
**[Signatures on next page]**

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

COLLATERAL AGENT:

**ABN AMRO ADVISORY, INC.**

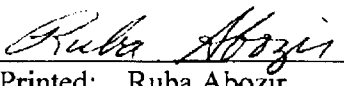
By:   
Name Printed: Elizabeth M. Todd  
Title: Vice President

By:   
Name Printed: Kevin Kenning  
Title: Vice President

LESSOR:

**ABN AMRO BANK N.V.**

By:   
Name Printed: Elizabeth M. Todd  
Title: Director

By:   
Name Printed: Ruba Abozir  
Title: Vice President

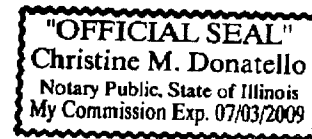
ACKNOWLEDGMENT- COLLATERAL AGENT

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

On October 25, 2005, before me, Christine M. Donatello, a Notary Public in and for said State, personally appeared Elizabeth M. Todd and Kevin Kenning, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christine M. Donatello (Seal)



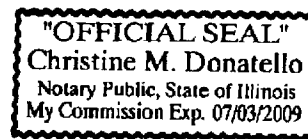
ACKNOWLEDGMENT-LESSOR

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

On October 25, 2005, before me, Christine M. Donatello, a Notary Public in and for said State, personally appeared Elizabeth M. Todd and Ruba Abozir, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christine M. Donatello (Seal)





## ANNEX A

### Description of Units

Car Type	Car Number	Year Built
Tank Car	ETCX430055	2005
Tank Car	ETCX430056	2005
Tank Car	ETCX430065	2005
Tank Car	ETCX430066	2005
Tank Car	ETCX430050	2005
Tank Car	ETCX430051	2005
Tank Car	ETCX430052	2005
Tank Car	ETCX430054	2005
Tank Car	ETCX430057	2005
Tank Car	ETCX430058	2005
Tank Car	ETCX430060	2005
Tank Car	ETCX430063	2005
Tank Car	ETCX430064	2005
Tank Car	ETCX430071	2005
Tank Car	ETCX430069	2005
Tank Car	ETCX430059	2005
Tank Car	ETCX430067	2005
Tank Car	ETCX430070	2005
Tank Car	ETCX430072	2005
Tank Car	ETCX430073	2005
Tank Car	ETCX430074	2005
Tank Car	ETCX430068	2005
Tank Car	ETCX430053	2005
Tank Car	ETCX430061	2005
Tank Car	ETCX430062	2005

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 10/27/05



\_\_\_\_\_  
Robert W. Alvord